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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION – LOS ANGELES**

Frankel, et al.,

Plaintiffs,

v.

Regents of the University of  
California, et al.,

Defendants.

Case No. 2:24-CV-4702-MCS-PD

**STIPULATED PROTECTIVE ORDER**

Judge: Hon. Mark C. Scarsi  
Courtroom: 7C

1  
2 *[Counsel continued from previous page]*

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4 Rhonda Goldstein (S.B. #250387)  
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11 *Attorneys for Defendants*  
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1     **I. PURPOSE AND LIMITATIONS**

2           Disclosure and discovery in this action is likely to involve production of  
3 confidential information, proprietary information, personally identifiable  
4 information, and certain other private information for which special protection from  
5 public disclosure and from use for any purpose other than prosecuting this action may  
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
7 enter the following Stipulated Protective Order. The parties acknowledge that this  
8 Order does not confer blanket protections on all disclosures or responses to discovery  
9 and that the protection it affords from public disclosure and use extends only to the  
10 limited information or items that are entitled to confidential treatment under the  
11 applicable legal principles. The parties further acknowledge, as set forth in Section  
12 12.3, below, that this Stipulated Protective Order does not entitle them to file  
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
14 that must be followed and the standards that will be applied when a party seeks  
15 permission from the court to file material under seal.

16     **II. GOOD CAUSE STATEMENT**

17           Good cause exists for a Stipulated Protective Order given the potentially  
18 relevant but sensitive information that may be in the possession, custody, or control  
19 of each of the parties. This case arises from protest activity on the University of  
20 California, Los Angeles (“UCLA”) campus last year after the October 7, 2023  
21 terrorist attack in Israel and the ensuing war in Gaza. Plaintiffs, three UCLA students  
22 and one UCLA faculty member, allege that the University’s response to pro-  
23 Palestinian protests enabled antisemitic conduct on campus. In addition to  
24 declaratory and injunctive relief, Plaintiffs seek punitive damages and compensatory  
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1 damages, including lost tuition and damages for emotional distress and  
2 deprivation of constitutional and statutory rights since October 7, 2023.

3 The parties anticipate that discovery in this matter may involve disclosure of  
4 sensitive internal information regarding, among other things, internal financial  
5 information and documents and communications relating to security or public safety  
6 decisions made at UCLA's campus.

7 The parties also anticipate that discovery in this matter may involve disclosure  
8 of personally identifiable information protected by The Family Educational Rights  
9 and Privacy Act of 1974 ("FERPA"), as amended, Pub. L. 93-380, 88 Stat. 1974, 20  
10 U.S.C. § 1232g, and the implementing regulations thereunder, 34 C.F.R. Part 99,  
11 including from students who are not parties to this litigation. FERPA prohibits public  
12 funding of an educational institution that "has a policy or practice of releasing, or  
13 providing access to, any personally identifiable information in education records"  
14 unless the student provides written consent or the information is furnished in  
15 compliance with judicial order or pursuant to a lawfully issued subpoena. 20 U.S.C.  
16 § 1232g(b)(2). "Education records" have the meaning set forth in 20 U.S.C. §  
17 1232g(a)(4) and 34 C.F.R. § 99.3.

18 Under FERPA, "[p]ersonally identifiable information" means information  
19 such as names and "[o]ther information that, alone or in combination, is linked or  
20 linkable to a specific student that would allow a reasonable person in the school  
21 community, who does not have personal knowledge of the relevant circumstances, to  
22 identify the student with reasonable certainty." 34 C.F.R. § 99.3.

23 Discovery in this matter may involve not just personally identifiable  
24 information such as student names, but also potentially sensitive information  
25 regarding students' race, national origin, or religion; student performance in UCLA's  
26 programs; records reflecting reports of alleged harassment or discrimination or other  
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1 violations of university policy; records reflecting student discipline; students'  
2 communications with faculty, conduct offices, or student support services; and  
3 records reflecting tuition payments that may reveal sensitive personal information,  
4 including financial information.

5 The parties further anticipate that discovery may involve disclosure of  
6 potentially highly sensitive information that may cause substantial and concrete  
7 injury if disclosed to the public. This information includes, but is not limited to,  
8 potentially highly sensitive commercial information and other potentially highly  
9 sensitive information concerning security and public safety measures at UCLA's  
10 campus, and records reflecting internal reviews and/or investigations relating to  
11 alleged violations of University policy. Without waiving Defendants' right to object  
12 to the production of these materials, the Parties agree that such information could  
13 warrant heightened confidentiality protections in this case.

14 In light of the sensitive nature of these materials, there is good cause for entry  
15 of a protective order that provides for "CONFIDENTIAL" or "ATTORNEYS'  
16 EYES ONLY" designations for such materials, as set forth herein. It is the intent of  
17 the parties that information will not be designated as confidential or attorneys' eyes  
18 only for tactical reasons and that nothing be so designated without a good faith belief  
19 that it has been maintained in a confidential, non-public manner, and there is good  
20 cause why it should not be part of the public record of this case.

21 **III. DEFINITIONS**

22 In this Stipulation and Protective Order, the words set forth below shall have  
23 the following meanings:

24 a. "Attorneys' Eyes Only" means any documents, testimony, or  
25 information which is in the possession of a Designating Party who believes in good  
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1 faith that such documents, testimony, or information is entitled to a higher level of  
2 confidential treatment under applicable law.

3 b. “Attorneys’ Eyes Only Information” means any documents,  
4 testimony, or information designated Attorneys’ Eyes Only pursuant to the  
5 provisions of this Stipulation and Protective Order. This includes any extracts and  
6 summaries of documents, testimony, or information designated as “Attorneys’ Eyes  
7 Only Information.”

8 c. “Confidential” means any documents, testimony, or information  
9 which is in the possession of a Designating Party who believes in good faith that such  
10 documents, testimony, or information is entitled to confidential treatment under  
11 applicable law, and other privacy obligations. This includes, for example, documents  
12 or testimony containing Personally Identifiable Information, Proprietary  
13 Information, security or public safety information, or other non-public information  
14 the disclosure of which, in the good faith judgment of the Designating Party, would  
15 be Confidential Information and detrimental to the conduct of that Designating  
16 Party’s business, the business of any of that Designating Party’s customers or clients,  
17 student privacy, or security or public safety, if it became public.

18 d. “Confidential Information” means any documents, testimony, or  
19 information designated as Confidential pursuant to the provisions of this Stipulation  
20 and Protective Order. This includes any extracts and summaries of documents,  
21 testimony, or information designated as “Confidential Information.”

22 e. “Court” means the Hon. Mark C. Scarsi, U.S. District Court  
23 Judge, Hon. Patricia Donahue, U.S. Magistrate Judge, and/or any other judge or  
24 referee to which this Proceeding may be assigned.

1 f. “Designating Party” means any party, or a nonparty, who  
2 produces documents or information for this Proceeding and designates documents,  
3 testimony, or information as “Confidential Information” as provided below.

4 g. “Education Records” have the meaning set forth in 20 U.S.C. §  
5 1232g(a)(4) and 34 C.F.R. § 99.3.

6 h. “Eligible Student” has the meaning set forth in 34 C.F.R. § 99.3.

7 i. “Non-Designating Party” means all parties to this Proceeding  
8 other than the Designating Party.

9 j. “Personally Identifiable Information” means Social Security  
10 numbers, tax identification numbers, birth dates, financial account numbers, full  
11 home addresses, passport numbers, and driver’s license numbers for which redacted  
12 filings are permitted by Civil Local Rule 5.2-1 and Federal Rule of Civil Procedure  
13 5.2. To the extent a Party or nonparty is bound by FERPA, “Personally Identifiable  
14 Information” also has the meaning set forth in 34 C.F.R. § 99.3 for which redacted  
15 filings are permitted by FERPA.

16 k. “Proceeding” means the above-entitled proceeding, Case No.  
17 2:24-CV-4702-MCS-PD.

18 l. “Proprietary Information” means information not already  
19 publicly available that constitutes: (a) any information subject to protection under the  
20 Privacy Act, 5 U.S.C. § 552a, or the Trade Secrets Act, 18 U.S.C. § 1905; (b) trade  
21 secret or other confidential research, development, or commercial information  
22 entitled to protection under Federal Rule of Civil Procedure 26(c)(1)(G); or (c) any  
23 other information subject to a sealing in the above-captioned actions pursuant to Civil  
24 Local Rule 79-5.

1 IV. **DESIGNATING CONFIDENTIALITY**

2 a. **Who may designate:** The parties or nonparty producing the  
3 documents or providing the testimony in the Proceeding may designate that  
4 information as “Confidential Information” under this Order, provided it meets the  
5 above criteria.

6 b. Any information submitted in pre-hearing discovery or in a  
7 pleading, motion, or response to a motion either voluntarily or pursuant to order, in  
8 this case, which is asserted by a Designating Party to contain or constitute  
9 Confidential Information shall be so designated by such Designating Party in writing,  
10 or orally at a deposition, conference or hearing, and shall be segregated from other  
11 information being submitted. Documents shall be clearly and prominently marked  
12 on their face with the legend: “CONFIDENTIAL” or a comparable notice. Such  
13 information, whether submitted in writing or in oral testimony, shall be treated in  
14 accordance with the terms of this Order.

15 c. Documents produced by a Party or nonparty may be designated  
16 as Confidential by that submitting party by either: (i) stamping or affixing the legend  
17 “CONFIDENTIAL” to each page containing such material at or before production  
18 or within 45 days from the execution of this Stipulation, whichever is later; or (ii) in  
19 the case of electronically stored information produced in native format, by including  
20 “Confidential Information” in the file or directory name, or by affixing the legend  
21 “Confidential Information” to the media, system, database, or other computing  
22 device that contains the materials (e.g., CD-ROM, flash drive, DVD). The  
23 Designating Party will additionally endeavor to mark all such designated materials  
24 in the load file so that these files can be readily identified.

25 d. Testimony may be designated as Confidential Information  
26 through any one or more of the following means: (i) by stating orally on the record  
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1 that the information is “Confidential Information” on the day the testimony is given;  
2 or (ii) by sending written notice to all parties designating information as  
3 “Confidential Information” within 14 court days after receipt of a copy of the  
4 transcript from the court reporter; or (iii) by stamping or affixing the legend  
5 “CONFIDENTIAL” on the relevant portion(s) of the transcript at or before the  
6 signing of the transcript by the witness. All information disclosed during a deposition  
7 shall be deemed to have been designated “Confidential Information” until the  
8 expiration of the latest of the time periods for designation referenced in parts (i) and  
9 (ii) of the preceding sentence, whether or not any portion of the transcript has been  
10 designated previously.

11 e. When any Confidential Information is included in an authorized  
12 transcript of a deposition or exhibits thereto, arrangements shall be made with the  
13 court reporter taking the deposition to bind such confidential portions and separately  
14 label them “CONFIDENTIAL”.

15 f. Attorneys’ Eyes Only Designation: Any information submitted  
16 in pre-hearing discovery or in a pleading, motion, or response to a motion either  
17 voluntarily or pursuant to order, in this case, which is asserted by a Designating Party  
18 to contain Attorneys’ Eyes Only Information that necessitates limiting disclosure to  
19 Attorneys’ Eyes Only, shall be so designated by such Designating Party in writing,  
20 or orally at a deposition, conference or hearing, and shall be segregated from other  
21 information being submitted. Documents shall be clearly and prominently marked  
22 on their face with the legend: “ATTORNEYS’ EYES ONLY” or a comparable  
23 notice. Such information, whether submitted in writing or in oral testimony, shall be  
24 treated in accordance with the terms of this Order.

25 Documents produced by a Party or nonparty may be designated Attorneys’  
26 Eyes Only by that submitting party by either: (i) stamping or affixing the legend  
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1 “ATTORNEYS’ EYES ONLY” to each page containing such material at or before  
2 production or within 45 days from the execution of this Stipulation, whichever is  
3 later; or (ii) in the case of electronically stored information produced in native format,  
4 by including “Attorneys’ Eyes Only” in the file or directory name, or by affixing the  
5 legend “Attorneys’ Eyes Only” to the media, system, database, or other computing  
6 device that contains the materials (e.g., CD-ROM, floppy disk, DVD). The  
7 Designating Party will additionally endeavor to mark all such designated materials  
8 in the load file so that these files can be readily identified.

9 Testimony may be designated as Attorneys’ Eyes Only through any one or  
10 more of the following means: (i) by stating orally on the record that the information  
11 is “Attorneys’ Eyes Only” on the day the testimony is given; or (ii) by sending written  
12 notice to all parties designating information as “Attorneys’ Eyes Only” within 14  
13 court days after receipt of a copy of the transcript from the court reporter; or (iii) by  
14 stamping or affixing the legend “ATTORNEYS’ EYES ONLY” on the relevant  
15 portion(s) of the transcript at or before the signing of the transcript by the witness.

16 When any information designated Attorneys’ Eyes Only is included in an  
17 authorized transcript of a deposition or exhibits thereto, arrangements shall be made  
18 with the court reporter taking the deposition to bind such confidential portions and  
19 separately label them “ATTORNEYS’ EYES ONLY”.

20 g. **Inadvertent Failure to Designate:** Inadvertent failure to  
21 designate materials as Confidential Information or Attorneys’ Eyes Only Information  
22 at the time of production or disclosure (including via testimony in a deposition) shall  
23 not operate to waive a party’s right to later designate such materials as Confidential  
24 Information or Attorneys’ Eyes Only Information. In the event documents which are  
25 claimed to be Confidential Information or Attorneys’ Eyes Only Information are  
26 inadvertently produced without the appropriate designation, the producing party may  
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1 notify in writing the party to whom the production has been made that the materials  
2 constitute Confidential Information or Attorneys' Eyes Only Information. Upon  
3 receipt of this written notice, the parties shall thereafter mark and treat the materials  
4 as so designated.

5 h. **De-designation by the Court:** The Court may determine that  
6 information alleged to be Confidential or Attorneys' Eyes Only is improperly  
7 designated, or that its disclosure is necessary for the proper disposition of the  
8 proceeding, before, during or after the close of a hearing herein. If such a  
9 determination is made by the Court, the Parties shall not object to an opportunity  
10 being provided to the Designating Party to argue its confidentiality prior to the time  
11 of such ruling.

12 i. **Provisions regarding FERPA:** Nothing in this Stipulated  
13 Protective Order shall be construed to permit any party or nonparty to refuse to  
14 produce documents or information otherwise discoverable under Fed. R. Civ. P. 26  
15 on grounds of compliance with FERPA if it is reasonably possible for such party or  
16 nonparty to guarantee the "removal of all personally identifiable information" and to  
17 "ma[k]e a reasonable determination that a student's identity is not personally  
18 identifiable, whether through single or multiple releases, and taking into account  
19 other reasonably available information." 34 C.F.R. § 99.31(b)(1). Moreover, to the  
20 extent a court order is required under FERPA as a condition precedent to the  
21 production of documents or information that are otherwise discoverable under Fed.  
22 R. Civ. P. 26, the Parties shall meet and confer to determine a suitable manner of  
23 either producing the non-protected content contained in such documents or  
24 information or obtaining a court order that the parties and any nonparties may rely  
25 on as a legal basis for producing such documents or information.

V. **LIMITATIONS ON DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

a. “Confidential Information” may be used solely for the purposes of the present Proceeding and not for any other purpose. In the absence of written permission from the Designating Party or an order by the Court, any Confidential Information submitted in accordance with the above provisions shall not be disclosed to any person other than:

(i) the parties, provided that any Party receiving Confidential Information agrees to be bound by the terms of this Order and signs the undertaking attached hereto as Exhibit A;

(ii) the parties’ in-house counsel to the extent necessary solely for the purposes of overseeing and directing the Proceeding (provided the in-house counsel has been advised of and agrees to be bound by the terms of this Order);

(iii) the parties’ outside counsel and agents including their associated attorneys and necessary secretarial and support personnel assisting such counsel, as well as litigation service providers engaged by outside counsel (such as electronic discovery vendors, graphic services, and printing and document services) who are directly assisting counsel in this litigation, are under the supervision or control of such counsel, and have been advised of and agree to be bound by the terms of this Order;

(iv) qualified persons taking testimony involving such documents or information and necessary court reporters, stenographic, videographic, and clerical personnel thereof;

1 (v) experts or consultants and their staff who are employed for  
2 the purposes of this litigation, provided that person agrees to be  
3 bound by the terms of this Order and signs the undertaking  
4 attached hereto as Exhibit A;

5 (vi) witnesses and their counsel, in connection with actual or  
6 potential testimony (including deposition testimony) in this  
7 litigation, provided that there is a reasonable basis to believe that  
8 the witness may have relevant information or give relevant  
9 testimony regarding the Confidential Information, and further  
10 provided that the witness agrees to be bound by the terms of this  
11 Order and signs the undertaking attached hereto as Exhibit A, a  
12 copy of which shall be provided to the Designating Party within  
13 14 days of execution;

14 (vii) the Court and the Court's staff;

15 (viii) employees and contract personnel of the U.S. District  
16 Court for the Central District of California (a) for developing or  
17 maintaining the records of this case or related proceedings, or (b)  
18 in internal investigations, audits, reviews, evaluations relating to  
19 the programs, personnel, and operations of the Court; any person  
20 or entity that authored or previously received or had legal access  
21 to or possession of the information, and in the case of a  
22 deposition, employees of the entity that produced the document;  
23 and

24 (ix) professional translators, provided the translator agrees to  
25 be bound by the terms of this Order and signs the undertaking  
26 attached hereto as Exhibit A.

b. **Limitations on Disclosure and Use of Attorneys' Eyes Only**

**Information:** "Attorneys' Eyes Only Information" may be used solely for the purposes of the present Proceeding and not for any other purpose. In the absence of written permission from the Designating Party or an order by the Court, any Attorneys' Eyes Only Information submitted in accordance with the above provisions shall not be disclosed to any person other than:

- (i) the parties' in-house counsel to the extent necessary solely for the purposes of overseeing and directing the Proceeding (provided the in-house counsel has been advised of and agrees to be bound by the terms of this Order);
- (ii) the parties' outside counsel, and agents including their associated attorneys and necessary secretarial and support personnel assisting such counsel, as well as litigation service providers engaged by outside counsel (such as electronic discovery vendors, graphic services, and printing and document services) who are directly assisting counsel in this litigation, are under the supervision or control of such counsel, and have been advised of and agree to be bound by the terms of this Order;
- (iii) qualified persons taking testimony involving such documents or information and necessary court reporters, stenographic, videographic, and clerical personnel thereof;
- (iv) experts or consultants and their staff who are employed for the purposes of this litigation provided that person agrees to be bound by the terms of this Order and signs the undertaking attached hereto as Exhibit A;
- (v) the Court and the Court's staff;

- (vi) employees and contract personnel of the U.S. District Court for the Central District of California (a) for developing or maintaining the records of this case or related proceedings, or (b) in internal investigations, audits, reviews, evaluations relating to the programs, personnel, and operations of the Court;
- (vii) any person or entity that authored or previously received or had legal access to or possession of the information, and in the case of a deposition, employees of the entity that produced the document.

**VI. SUBMISSION OF CONFIDENTIAL INFORMATION AND ATTORNEYS' EYES ONLY INFORMATION TO COURT**

A party that seeks to file under seal any Confidential Information or Attorneys' Eyes Only Information designated pursuant to paragraph 3 above must comply with Civil Local Rule 79-5. Confidential Information or Attorneys' Eyes Only Information may only be filed under seal pursuant to a court order authorizing the sealing of the specific Confidential Information or Attorneys' Eyes Only Information at issue. If a request to file Confidential Information or Attorneys' Eyes Only Information under seal is denied by the court, then the Party may file the information in the public record unless otherwise instructed by the court. If a Party does not think that Confidential Information or Attorneys' Eyes Only Information designated according to paragraph 3 above should be filed under seal, the Parties shall meet and confer prior to filing formal opposition with the court. Any document or information submitted under seal per C.D. Cal. Civil L.R. 79-5 is to be treated as such, subject to a contrary ruling after hearing by the Court.

a. **Limitations on Scope of Order:** The restrictions upon Confidential Information or Attorneys' Eyes Only Information shall not apply if the

1 Designating Party agrees in writing or if the Court rules that the information was  
2 publicly known at the time it was supplied to the receiving party or has since become  
3 publicly known through no fault of the receiving party. Likewise, nothing in this  
4 Order prevents disclosure by a person or entity of information that it authored, was  
5 previously aware of, or previously had legal access to or possession of.

6           b.     **Challenge to Confidentiality Designation:** If, while a case is  
7 before the Court, a receiving party disagrees with any designation of Confidential  
8 Information or Attorneys' Eyes Only Information, it shall notify the Designating  
9 Party in writing, and they are to confer as to the status of the subject information  
10 within five days of such notification. If prior to, or at the time of such a conference,  
11 the Designating Party withdraws its designation of such information as being subject  
12 to this Order, the Designating Party shall express the withdrawal in writing and serve  
13 such withdrawal upon all parties.

14           c.     If the recipient and the Designating Party are unable to concur  
15 upon the status of the subject information within ten days from the date of notification  
16 of such disagreement, any party to this Order may raise the issue with the Court,  
17 including through the informal discovery conference process, and the Court may rule  
18 upon the matter.

19           d.     The Court may *sua sponte* question the designation of any  
20 information as Confidential Information or Attorneys' Eyes Only Information and  
21 may remove or modify such designation.

22           e.     **Inadvertent Disclosure:** If Confidential Information or  
23 Attorneys' Eyes Only Information is disclosed to any person other than in the manner  
24 authorized by this Order, the party responsible for the disclosure must immediately  
25 bring all pertinent facts relating to such disclosure to the attention of the Designating  
26 Party and, without prejudice to other rights and remedies of the Designating Party,  
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1 make every effort to prevent further disclosure by it or by the person who was the  
2 recipient of such information.

3 f. **Resolution of Proceeding:** Upon final resolution of this  
4 Proceeding, each recipient of Confidential Information or Attorneys' Eyes Only  
5 Information that is subject to this Order shall assemble and return to the Designating  
6 Party all items containing such information, including all copies of such matter which  
7 may have been made. Alternatively, the parties subject to this party may destroy all  
8 items containing Confidential Information or Attorneys' Eyes Only Information and  
9 certify to the Designating Party (or its counsel) that such destruction has taken place.  
10 This paragraph shall not apply, however, to any attorney work product generated by  
11 the parties' respective counsel, and parties and their Counsel shall be permitted to  
12 retain the attorney work product generated for this Proceeding, subject to the  
13 continuing obligations of this Order. Parties' outside counsel are additionally  
14 permitted to retain a record copy of any filings, submissions, and service items in this  
15 Proceeding, including exhibits thereto, subject again to the continuing obligations of  
16 this Order. This paragraph shall not apply to the Court to the extent it must retain  
17 such material pursuant to statutory requirements and for other recordkeeping  
18 purposes.

19 g. **Privilege and Inadvertent Disclosure:** The parties do not intend  
20 to disclose information subject to a claim of attorney-client privilege, work product  
21 designation, or any other privilege or protection, or to waive any such protection. If  
22 a party, or producing nonparty, inadvertently discloses such privileged or protected  
23 information ("Inadvertently Disclosed Information"), it shall promptly notify the  
24 receiving party and the provisions below will apply. If the receiving party discovers  
25 that it has received likely Inadvertently Disclosed Information, it shall immediately  
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1 inform the disclosing party or nonparty, cease all use of such Inadvertently Disclosed  
2 Information, and follow the same procedures set forth in this Section:

3 The disclosure of Inadvertently Disclosed Information shall not constitute or  
4 be deemed a waiver or forfeiture in this proceeding or any other federal or state  
5 proceeding of any claim of attorney-client privilege, work product protection, or any  
6 other privilege or protection that the disclosing party or nonparty would otherwise be  
7 entitled to assert with respect to the Inadvertently Disclosed Information and its  
8 subject matter, including to the full extent permitted by Federal Rule of Evidence  
9 502.

10 If a disclosing party or nonparty notifies the receiving party of Inadvertently  
11 Disclosed Information, the receiving party shall: (i) immediately cease using,  
12 copying, or distributing the Inadvertently Disclosed Information; and (ii) return or  
13 certify the destruction, within five (5) days, of all copies of the Inadvertently  
14 Disclosed Information, including any documents created by the receiving party based  
15 upon such information, to the disclosing party or nonparty, and including taking  
16 reasonable steps to retrieve and return or destroy the Inadvertently Disclosed  
17 Information if the receiving party disclosed it before being notified by the disclosing  
18 party or nonparty.

19 The receiving party may challenge any assertion of privilege or protection,  
20 including the clawback of Inadvertently Disclosed Information, by moving the Court  
21 for an order permitting the production (or reproduction) and use of the Inadvertently  
22 Disclosed Information. With respect to the clawback of Inadvertently Disclosed  
23 Information, such motion must, unless otherwise stipulated by the parties, be made  
24 within ten (10) days after the disclosing party or nonparty first provides notice to the  
25 receiving party of the Inadvertently Disclosed Information and the basis for its  
26 assertion of privilege.

1 A motion filed by the receiving party under this provision may not reference  
2 the contents of or attach the challenged discovery material or information. It is the  
3 disclosing party or nonparty's burden to support and justify the appropriateness of  
4 any assertion of privilege or protection that it makes. The parties recognize and agree  
5 that if a party claims production was inadvertent, the presumption, which shall be  
6 rebuttable, shall be that such production was inadvertent. The disclosing party or  
7 nonparty may, at its election, submit the material to the Court for in camera inspection  
8 in opposing any such motion, which shall not be deemed a waiver of any such  
9 privilege or protection. The receiving party must take reasonable steps to retrieve  
10 the Inadvertently Disclosed Information if the receiving party disclosed it before  
11 being notified by the disclosing party or nonparty.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 DATED: March 3, 2025

/s/ Matt Cowan

MATTHEW R. COWAN

*Attorney for Defendants The Regents  
of the University of California;  
Michael V. Drake; Gene D. Block;  
Darnell Hunt; Michael Beck; Monroe  
Gorden, Jr.; and Rick Braziel*

8  
9 DATED: March 3, 2025

/s/ Elliot Moskowitz

ELLIOT MOSKOWITZ

*Attorney for Plaintiffs Yitzchok  
Frankel; Joshua Ghayoum; Eden  
Shemuelian; and Dr. Kamran Shamsa*

12  
13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14  
15 DATED: March 4, 2025



HON. PATRICIA DONAHUE  
United States Magistrate Judge

**SIGNATURE ATTESTATION**

Pursuant to Local Rule 5-4.3.4, I hereby attest that the other signatory listed, on whose behalf the filing is submitted, concurs in the filing's content and has authorized the filing.

DATED: March 3, 2025

/s/ Matt Cowan

MATTHEW R. COWAN

*Attorney for Defendants The Regents  
of the University of California;  
Michael V. Drake; Gene D. Block;  
Darnell Hunt; Michael Beck; Monroe  
Gorden, Jr.; and Rick Braziel*

**EXHIBIT A**  
**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I,  
\_\_\_\_\_[NAME],  
\_\_\_\_\_[POSITION AND EMPLOYER], am  
about to receive Confidential Information or Attorneys' Eyes Only Information  
supplied in connection with the Proceeding, *Frankel et al. v. Regents of the*  
*University of California et al.*, Case No. 2:24-CV-4702-MCS-PD (the  
"Proceeding"). I certify that I understand that the Confidential Information or  
Attorneys' Eyes Only Information is being provided to me subject to the terms and  
restrictions of the Stipulation and Protective Order in this Proceeding. I have been  
given a copy of this Protective Order; I have read it, and I agree to be bound by its  
terms.

I understand that the Confidential Information or Attorneys' Eyes Only  
Information as defined in the Protective Order, including any notes or other records  
that may be made regarding any such materials, shall not be disclosed to anyone  
except as expressly permitted by the Order. I will not copy or use, except solely for  
the purposes of this Proceeding, any Attorneys' Eyes Only Information or  
Confidential Information obtained pursuant to this Order, except as provided  
therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential  
Information or Attorneys' Eyes Only Information provided to me in the Proceeding  
in a secure manner, and that all copies of such Information are to remain in my  
personal custody until termination of my participation in this Proceeding,  
whereupon the copies of such Information will be returned to counsel who provided  
me with such Information.

I further hereby agree to be bound by and subject to the jurisdiction of the  
United States District Court for the Central District of California for the purposes of  
any dispute arising from any alleged violation of the Order. In such dispute, I  
designate \_\_\_\_\_ as authorized to receive service on my  
behalf and waive personal service for any enforcement action.

I declare under penalty of perjury under the laws of the United States that the  
foregoing is true and correct.

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Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at

\_\_\_\_\_.  
By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
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